GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Animal Husbandry Department – Tenders – Rate Contract for supply of truthfully labeled and certified fodder seed for the year 2017-18 through **e-procurement** – Approval of Tender Terms & Conditions – Orders – Issued.

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHERIES (AH.I) DEPARTMENT

G.O.RT.No. 155 Dated: 06-06-2017

Read the following:-

1. G.O.Rt.No.185, AHDD & F (AHI) Department, Dt.10-8-2015.
2. Govt. Memo No.408/AH1/1/2017, Dt.15-2-2016.
3. From the Director, AH Department, Lr. Roc.No.1819/D/D2/ 2017, Dated:11-4-2017

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ORDER:

In the G.O. 1st read above, orders were issued permitting the Director of Animal Husbandry to call for tenders for procurement of fodder seed through e procurement for the year 2015-16. In the reference 2nd read above, government also issued orders approving the L1 rates and Firms for supply of truthfully labeled fodder seed for the year 2015-16.

2. In the reference 3rd read above, the Director, Animal Husbandry Department among other things, has reported that the present, rate contract has expired on 28-2-2017 and there is need to call for, fresh tenders through E- procurement for supply of Truthfully labeled and certified fodder seed for the year 2017-2018 and requested the Government to approve the Terms and Conditions along with the list of fodder seed varieties and also permit him to call for annual tenders through e-procurement for supply of truthfully labeled as well as certified fodder seed for the year 2017-18. The Director has also requested to approve Technical and Financial Bid Committees to finalize the annual tenders at an early date and also to extend the Rate contract period of the firms till the finalization of fresh tenders as per the terms and conditions laid in the Rate Contract.

3. Government after careful consideration of the circumstances stated by Director Animal Husbandry in his letter 3rd read above hereby approved the Terms and Conditions along with the list of fodder seed varieties as shown in the Annexure appended to this order, and permit the Director Animal Husbandry to call for Annual tenders through e-procurement for supply of truthfully labeled as well as certified fodder seed for the year 2017-18. Government also approved the following Technical and Financial Bid Committees to finalize the Annual tenders at an early date and also extended the Rate contract period of the firms till the finalization of fresh tenders as per the terms and conditions laid in the Rate Contract.

TECHNICAL BID COMMITTEE

1	Director of Animal Husbandry	Chairman
2	Two Joint Directors / from Animal Husbandry Department	Member
3	Director, RSFP &D, Mamidipally, Hyderabad	Member
4	Principal Scientist, Directorate of Sorghum Research, R' Nagar, Hyderabad	Member
5	Representative from AP Seed Certification Agency	Member

6	Joint Director (A) (Seeds) Commissionerate of Agriculture	Member
7	Principal Scientist & Head AICRP on Forage Crops, R' Nagar, Hyderabad	Member
8	Additional Director (Planning) Department of Animal Husbandry	Member-cum-Convener

FINANCIAL BID COMMITTEE

1)	Director of Animal Husbandry	Chairman
2)	Two Joint Directors from Animal Husbandry Department	Member
3)	Director I/C RSFP &D, Mamidipally, Hyderabad	Member
4)	Representative from AP Seed Certification Agency	
5)	Assistant Accounts Officer, Directorate of Animal Husbandry, Andhra Pradesh, Vijayawada	Member
6)	Additional Director (Planning) Directorate of Animal Husbandry, Vijayawada	Member-cum-Convener

4. The Director, Animal Husbandry Department, A.P. Vijayawada, shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

Dr. Manmohan Singh
Special Chief Secretary to Government

To:
The Director, Animal Husbandry Department, A.P. Vijayawada.
Copy to the Members through the Director, Animal Husbandry Department, A.P. Vijayawada .
SF/SCs.

//FORWARDED BY ORDER//

SECTION OFFICER

ANNEXURE

(Annexure to the G.O.Rt.No.155, AHDD&F(AH.I) Dept., Dated:06-06-2017).

TERMS & CONDITIONS OF TENDER FOR SUPPLY OF TRUTHFULLY LABELED & CERTIFIED FODDER SEED TO ANIMAL HUSBANDRY DEPARTMENT, GOVERNMENT OF ANDHRA PRADESH FOR THE YEAR 2017-18

1 Tenders will be accepted through on-line up to 00/04/ 2017, 5.00 P.M. by the Director of Animal Husbandry, Government of Andhra Pradesh, Vijayawada for the supply of Truthfully Labeled and Certified Fodder seed in the shape of packed and labeled 1kg, 3kg, 5 kg and 20 kg to supply to the farmers on subsidy basis for a period of 1 year from the date of acceptance of the tender (OR) finalization of next tenders.

2 All the interested bidders have to mandatorily log on to e-procurement website through secure mode only and submit their bids using digital certificates (signing certificate – Single key pair) obtained from Andhra Pradesh Technology Services Ltd., [APTS-Sub CA] in compliance to Chapter III of IT Act 2000. The details and procedures for obtaining digital certificates is given at www.eprocurement.gov.in or contact the helpdesk of the site or visit www.apts.gov.in

3 The details of Fodder Seed requirements & packings are as follows:

S.No	Item Code	Item Name	Unit Pack	Approximate Quantity (MT)
1	FSG-101	SSG Hybrid (TL)	5 Kg	2000
2	FSG-102		20 Kg	2000
3	HFB-105	Hybrid Fodder Bajra (TL)	1 Kg	50
4	HFB-106		5 kg	100
5	CPF-107	Cow Pea(fodder Variety) (TL)	5 Kg	100
6	CPC-108	Cow Pea (Certified)	5 Kg	25
7	SHL-109	Stylo hemata(TL)	3 Kg	50
8	MAT-110	Maize AT (TL)	5 Kg	1000
9	MAT-111		20 kg	500
10	MAT-112	Maize AT (Certified)	5 Kg	200
11	LFA-115	Lucerne Annual Variety (TL)	1 Kg	25
12	LFP-116	Lucerne Perennial Variety (TL)	1 Kg	25
13	HSS-117	Hybrid Sweet Sorghum (TL)	1 kg	50
14	FPC-120	PC 23	5 Kg	500
15	FHL-100	Hedge Lucerne	1 kg	10
16	CSH-100	CSH 24 MF certified	5 kg	1000
17	CSH-101		20 kg	1000
18	FSK-100	K 11	5 kg	500
19	FSK-101		20 kg	500

4.0 ELIGIBILITY TO PARTICIPATE IN TENDERS:

4.1 Fodder Seed Producing Organizations, Cooperative Institutions, Government Undertakings, Public Sector Undertakings, Private Seed Producers, Distributors and Stockiest with valid Centralized Seed License /Co-Marketing license from the Department of Agriculture, A.P., Guntur.

4.2 The tenderer should have two (2) years (2015-16 & 2016-17) of marketing experience in selling of Fodder Seed to any State Government, Public Sector undertakings, Dairy Co-operative Unions and other organizations.

4.3 Tenderers shall attach electronically 2-3 invoices of different months in a year towards the sale of fodder seed as a proof of Marketing Experience covering 2015-16 & 2016-17 for the quoted fodder seed varieties.

4.4 In case of hybrids, the Tenderer should enclose Morphological Characters certified by the Breeder and the R&D Certificate facility verification report from the Competent Authority for reference.

4.5 Latest Form "D" to be enclosed for private hybrids. The tenderer should enclose latest 3 months Form D of peak sales.

4.6 The Tenderers participating from other States shall furnish Centralized Seed license obtained from the Commissioner of Agriculture, Government of Andhra Pradesh.

4.7 **With regard to Certified Seeds**, the varieties/ hybrids should be as per the norms prescribed by AP State Seed Certification agency for the particular varieties /hybrids of fodder seed.

5.0 SUBMISSION OF ON-LINE TENDER FORM:

5.1 Tenders have to be submitted in two parts through ONLINE in the prescribed Proforma i.e., TECHNICAL BID AND FINANCIAL BID.

5.2 Financial Bids of those tenders who qualify in Technical Bid will only be considered for finalization of Rate and the Firm.

5.3 The Tenderer may please note that all the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidence wherever necessary.

5.4 All the required documents /enclosures / literature etc., shall have to be uploaded & attached along with Technical Bid only. Eligibility for Financial Bid of the Tender will depend on the outcome of documents uploaded / electronically attached to Technical Bid.

5.5 The Financial Bid shall consist of only the details of rates offered. They should quote their variety of Fodder Seed under the column Brand/Make/Model.

6.0 THE SCHEDULES FOR OPENING OF TENDERS THROUGH ONLINE:

00.03.2017 (11.00 A.M onwards)	Opening of Technical Bids (Part –I)
00.03.2017 (11.00 AM onwards)	Opening of Financial Bids (Part–II)

6.1 The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under any circumstances. However, the Director of

Animal Husbandry, A.P, Vijayawada reserves the right of postponement of the date of opening of Tenders or date of opening of Technical / financial bids in the event of any unforeseen reasons.

6.2 For any unforeseen reasons, the last date for submission of tenders and opening of Tenders happens to be a Public Holiday, the notified dates automatically get postponed to next working day.

6.3 The Director of Animal Husbandry, A.P., Vijayawada is "Not Responsible" for non- receipt of tenders (Electronically uploading/ attachment of relevant documents) or late receipt of tenders for any reason, whatsoever.

6.4 Failure to fill and sign the declaration and Checklist shall make Tender invalid.

7.0 DOCUMENTS TO BE ELECTRONICALLY ATTACHED

7.1 All the required documents are to be arranged in the serial order, then uploaded to the e-procurement web site i.e., https://tender.apeprocurement.gov.in.

7.2 All the participating bidders should upload the documents electronically preferably in **pdf** format only.

7.3 *Documents to be electronically attached:*

S.No	Code.No	**Name of the document**	**Page No.**
1.	E–I	Check List (duly signed)	
2.	E–II	Declaration Form (duly signed)	
3.	E–III	Earnest Money Deposit	
4.	E–IV	Centralized Seed License from Commissioner of Agriculture, A.P.	
5.	E-V	Copies of Income Tax returns for last two years i.e. 2014-15 and 2015-16 assessment years	
6.	E–VI	Latest Solvency Certificate in Original	
7	E-VII	Marketing license obtained from the Commissioner of Agriculture, Government of Andhra Pradesh in case of tenderers participating from other States.	
8	E-VIII	Marketing Experience –Copies of Sale Invoices covering 2015-16 & 2016-17.	
9	E-IX	Latest Form "D" which covers the tendered varieties/hybrids	
10	E-X	Morphological characters of quoted varieties of hybrid seeds certified by the Breeder along with R&D Documents from the Competent Authority for reference	
11	E-XI	Fodder Seed Sample submission declaration	
12	E-XII	Declaration in Terms of G.O. Ms.No.352, AH, DD & F (AH.II) Dept., dated. 22-11-2000	
(The tenderers should indicate page numbers clearly on each page of the uploaded documents)			

7.4 The Tenderers shall submit the following documents in person on or before

.03.2017 by 5.00 PM.

a) Check list of all the documents uploaded
b) Copies of all the documents, which were uploaded.
c) Soft Copy (C D) of all the documents which were uploaded
d) Fodder Seed samples along with declaration.

Note: This is only for cross verification of the uploaded documents. Any required document failed to upload the bid shall become invalid, even though documents are produced in physical form.

7.5 All the enclosed documents shall be in English or Hindi or Telugu. If Any Document is produced in any language other than English or Hindi or Telugu, True Translation copies of Such documents in English Shall be enclosed duly attested by a Gazetted Officer. Failure to submit English translation of such documents shall make tender invalid. All Originals are to be presented at the time of scrutiny for verification.

8.0 TRANSACTION FEE:

8.1 All the participating bidders should pay a Transaction fee of @ 0.03 % of quoted value with a cap of Rs.10,000/- + Service tax @ 10.30 % on transaction fee payable to Vupadhi technologies, by using Credit card (Any MASTER/VISA Card) issued by any bank or through net banking accounts with ICICI, UTI or HDFC Banks as per G.O. Ms.No.13 IT&C Department Dated: 07.05.2006 with effect from 02.02.2007.

9.0 EARNEST MONEY DEPOSIT (E.M.D)

9.1 Earnest Money Deposit of Rs.5,00,000/- (Rupees Five Lakhs Only) in the form of Crossed Demand Draft / Pay Orders drawn on any scheduled bank in favour of "Director of Animal Husbandry" Payable at Vijayawada" and this E.M.D. is refundable to the Tenderers. The E.M.D. of unsuccessful Tenderers will be returned after signing the agreement with the successful Tenderers.

9.2 Cheques, Call/Term/Fixed Deposits will not be accepted towards E.M.D.

9.3 Tender received without E.M.D will be summarily rejected.

9.4 The EMD of successful Tenderer will not be converted into Security Deposit. However, it will be returned after signing of agreement and submission of Security Deposit.

9.5 The successful Tenderer has to submit Agreement Bond along with Security Deposit within stipulated period.

10.0 INCOME TAX CLEARANCE:

10.1 Copies of Income tax returns for last two years i.e., 2014-15 & 2015-16 assessment years along with copy of PAN card have to be furnished.

11.0 SOLVENCY CERTIFICATE (Original):

11.1 The **Origina**l Solvency Certificate obtained from an officer not below the rank of Tahsildar or from any scheduled Bank for an amount not less than Rs.10,00,000/-(Rupees Ten Lakh Only) should be attached. Bank documents or credit facility letters for said amounts are not valid. Enclosed Solvency Certificate shall not be older than (90) days on the date of submission of Tenders.

12.0 CENTRALIZED SEED LICENCE :

12.1 The Tenderer should have a valid Centralized Seed license under seeds (control) order 1983 issued by the Commissioner / Director of Agriculture concerned. The license should contain permission for regular marketing for the

varieties of fodder seed to be handled by the Tenderer. The stockiest /Distributors should possess Co-Marketing License.

13.0 SEED PROCESSING FACILITY:

13.1 The Tenderer should enclose documentary evidence or certificate issued by the competent Authority in support of Seed Processing facility OR Copy of Memorandum of Understanding / tie up with any firm/Company.

14.0 QUOTING OF RATES:

14.1 The rates quoted shall be in Indian Rupee and must be expressed in figures and in words as well. The cost quoted per prescribed packing size should be inclusive of cost of seed, packing, other incidental charges and F.O.R destination as given by Indenting officer.

14.2 The rates for each Unit pack of fodder seed should be quoted independently in the financial bid on online.

14.3 The tenderer shall note that the rates quoted per unit pack are inclusive of cost of the seed, packing and F.O.R destination (5 points maximum per truck load) to the Divisional Headquarters or other places as requested by the indenting officers inclusive of taxes if any and all incidental charges (Unloading Charges etc.,) for the period of contract.

14.5 If the Tenderer quotes the rates at his will, overlooking the conditions in the previous paragraphs, the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such action at any time during the Rate Contract period.

14.6 If artificially low rates are quoted, the Director of Animal Husbandry, Andhra Pradesh reserves the right to cross-verify them and ignore them from consideration in order to prevent unethical trade practices.

14.7 The tendered fodder seed varieties will be selected based on the lowest rates quoted by the firms in the Financial Bids. However, the tender committee reserves the right to select the fodder seed even with higher rates depending upon the popularity / market reputation of the Fodder Seed basing on the field reports / feedback given by field Veterinarians, ignoring the lowest rates.

14.8 NO UPWARD REVISION OF RATES WILL BE ACCEPTED /CONSIDERED DURING THE PERIOD OF RATE CONTRACT.

14.9 During the period of rate contract, if there is any reduction in the price, under any statutory provision or by Government order, the same reduction in prices shall be made applicable from the date of implementation of the order. The tenderer shall forthwith notify such reduction to the Director of Animal Husbandry, A.P., Vijayawada as well as to indenting officers, failing which the contract is liable for cancellation and no further correspondence will be entertained in this regard.

14.10 Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated incomplete and for that reason shall be summarily rejected and any failure in supplying the indented item will be taken as a willful refusal to supply the firm will be black listed for a period of three years.

14.11 No company / Firm which has been blacklisted either by Director of Animal Husbandry, A.P. Vijayawada or by any State Government or Central Government / Organizations shall participate in the Tender during the period of Blacklisting. If any such firm participates and came to know at a later stage, and if any firm is Black listed at a later date either by the Government of Andhra Pradesh or any other State / Central Government will not only be debarred / Black listed permanently and their security deposit /EMD whichever is available with the Department will be forfeited and any business / transactions will be stopped with their firms forthwith.

14.12 No Insurance charges will be paid by the Department / Indenter.

15.0 DEPOSITION OF SAMPLES:

15.1 Declaration of sample submission is compulsory and should be submitted on or before 00.04.2017 by 5.00 P.M.

15.2 The Tenderer shall deposit two (2) fodder seed samples of One (1) Kg for each Unit pack in sealed cloth bags labeled with name, address and signature of the supplier as per Indian Minimum Seed Certification Standards to the Director of Animal Husbandry.

15.3 Non-deposition of samples will entail rejection of the tender.

15.4 The Firm should enclose a declaration that the Fodder Seed is true to type and processed as per prescribed norms.

15.5 The Fodder seed samples of approved tenderers shall not be returned. They will be retained for quality analysis as and when the necessity arises.

16.0 SUBMISSION OF REFERRAL SAMPLES BY THE SUCCESSFUL TENDERERS:

16.1 **On finalization of tenders**, the successful tenderer has to submit (13) fodder seed sample of approved variety @ (1) Kg packed and labeled as per Indian minimum seed certification standards to the Director of Animal Husbandry, A.P. Vijayawada for its verification as per the approved sample so as to send to all the 13 Joint Directors (AH) in the State for utilization as referral samples in the districts.

17.0 SECURITY DEPOSIT:

17.1 The security deposit shall be 2% of the cost quoted value of quantity mentioned in MT's with a cap of maximum of Rs.5.00 Lakhs.

17.2 The successful tenderer shall deposit a monetary security in the form of Fixed Deposit from any Nationalized Bank pledged in the name of Director of Animal Husbandry Department, Andhra Pradesh, Vijayawada. Cheques/Bank guarantees will not be accepted. The total amount payable as security deposit will be communicated by the Director of Animal Husbandry basing on the number of fodder seed varieties approved in favour of the firm.

17.3 The Security Deposit and agreement along with acceptance letter are to be submitted within Ten (10) days from the date of communication of tentative approval list sent from this office.

18.0 AGREEMENT:

18.1 Every successful tenderer on intimation by this office shall execute an agreement on Rs.100/- (Rupees Hundred Only) Non-Judicial stamp Paper in the prescribed form, which will be supplied along with list of items tentatively approved. This is to be typed separately on one side of stamp paper duly attesting each page. The agreement to be signed within the stipulated date.

18.2 In the event of failure to execute agreement bond in prescribed form and pledge the security deposit by the successful tenderer within prescribed time, the EMD of such tenderer will be forfeited and such defaulter will forego the right to participate for future tenders.

18.3 The tenderer shall not effect supplies without execution of agreement, Security deposit or clear release orders.

19.0 PLACING OF INDENTS:

19.1 The Director of Animal Husbandry, Joint Director (A.H) shall be the Indenting Officer, whereas Deputy Directors (A.H)/ Asst. Directors (A.H) are Indenting Officers in the case of all Livestock Farms, Sheep Farms and Frozen Semen

Banks.

20.0 SUPPLY CONDITIONS:

20.1 The Fodder seed is to be supplied in cloth/gunny/HDPE bag properly treated, packed as per approved unit pack and labeled under Seeds Act as per Indian Minimum Seed Certification Standards and shall bear in red print with inscription 'For A.P. Animal Husbandry Dept. Use only`' (for A.P.A.H.D. Use).

20.2 The Indenting Officers are entitled to reject the seed if it is not of the stipulated quality, weight, packing or delivered without Invoice in triplicate.

20.3 The Indented seed should be delivered by the supplier at the District Head Quarters or Divisional Headquarters or at any other place as requested by the Indenting Officer, within (15) days of indent, failing which order shall be deemed as cancelled.

21.0 QUALITY TESTING:

21.1 The fodder seed supplies will be deemed to be completed only upon receipt of the seed analysis report from the concerned seed testing Laboratories of Agriculture Department. Samples which do not meet quality requirements shall render the relevant consignments/ lots liable to be rejected. If the samples do not confirm to statutory standards, the tenderer should take back the entire stock with in a period of 15 days of the receipt of the letter from the Indenting officer or Director of Animal Husbandry, A.P. Vijayawada. The stock shall be taken back at the expenses of the tenderer. The Director of Animal Husbandry, A.P. Vijayawada reserves the right to destroy such sub-standard Fodder Seed, if the tenderer does not take back the Fodder Seed within the stipulated time. The Director of Animal Husbandry will initiate necessary action on the tenderer, and that Firm shall be blacklisted and no further supplies accepted in case the rejected seed is not taken back. The tenderer shall also not eligible to participate in the Animal Husbandry Department, A.P. Vijayawada tenders for a period of three subsequent years.

21.2 If the Fodder Seed sample is declared to be substandard, such consignment will be deemed to be rejected. If any fodder seed supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, inferior in quality or description or are otherwise faulty, then the cost of such fodder seed will be recovered from the tenderer, if the payment had already been made, in addition to penalty for the entire consignment.

21.3 If more than 1/3rd quantity of fodder seed of any approved variety supplied in any district is declared as of substandard quality during the Rate Contract period, the firm shall be blacklisted for not less than three years.

22.0 PENALTIES:

22.1 If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified (i.e. ten days) or with draw the tender after the intimation of the acceptance of the tender has been sent to firm or owing to any other reasons, the firm is unable to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited along with the tender shall stand forfeited by the Director of Animal Husbandry Department, A.P. Vijayawada and the firm will also be liable for all damages sustained by the Director of Animal Husbandry, A.P. Vijayawada by reasons of breach. Such damages shall be assessed by the Director of Animal Husbandry, whose decision is final in the matter.

22.2 If any Fodder Seed consignment supplied by the tenderer has been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit, then the contract price or prices of such fodder seed will be

recovered from the tenderer, if payment had already been made to the firm. Otherwise the tenderer will not be entitled to any payment whatsoever for such Consignment. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Director of Animal Husbandry and the tenderer shall be liable for all losses sustained by the Director of Animal Husbandry in consequence of the termination which may be recovered from the tenderer from his properties, as per Revenue Recovery Act.

22.3 In the event of tendered Fodder Seed supplies failing in quality tests & timely supply, contract with the tenderer will be suspended and purchases would be made from alternative suppliers.

22.4 In all the above conditions, the decision of the Director of Animal Husbandry, A.P. Vijayawada shall be final and binding.

23.0 PAYMENT PROCEDURE:

23.1 No Advance Payment shall be entertained for supplies made.

23.2 On arrival of Consignment the indenting officer shall verify the seed variety, Physical purity etc., and accept the consignment if he is satisfied with it as per referral /guard sample. He will arrange to pick the sample and send it to the Government approved Seed Testing Laboratory of agriculture department immediately for obtaining the seed analysis report.

23.3 The Joint Director (AH)/ indenting officer shall ordinarily effect the payment within period of (30) days to the supplier towards that consignment on receipt of the seed analysis report confirming the standards specified.

23.4 The decision of Director of Animal Husbandry, A.P., Vijayawada or any officer duly authorized by him shall be final with regard to acceptability of the seed supplied and plea for assigning any reasons for rejection will not be entertained.

24.0 GENERAL:

24.1 Participating tenderer should carefully go through the aforesaid conditions governing the contract before submission of tender.

24.2 If any tenderer withdraws his tender for any item after opening of tender on any plea or offers to modify any rate by himself, the request of such tenderer will not be considered under any circumstances and EMD of such tenderer shall be forfeited besides debarring such firm from participating in the future Tenders of this department for a minimum period of three (3) years.

24.4 In the event of successful tenderer failing to supply the Fodder Seed as indented by the Departmental Officers within the prescribed period, the Director of Animal Husbandry A.P. Vijayawada or Indenting Officer have the right to take action against such tenderer. Such defaulters will forego the right to participate in future tenders.

24.5 In case the supplies delivered by the firm are not of stipulated quality / quantity or delivered without correct invoice, the Director of Animal Husbandry A.P. Vijayawada or any officer authorized by him shall have the power to reject any such supplies (Unless the firm replaces the same with quality seeds at their own cost) besides taking suitable action against erring suppliers.

24.6 The quantity of Seed mentioned in Tender is only a tentative requirement. The Quantities indicated may vary basing on Seasonal conditions, natural calamities and field needs.

24.7 Payment will be made in the name of the party after receipt and examination of consignment and subject to the confirmation of purity and germination standard reports by the government approved seed testing laboratories of agriculture department.

24.8 Any shortage as per invoice during the transit will have to be replaced by the supplier free of charges, Otherwise payment will not be effected to such consignment.

24.9 Tenderer while supplying the Seed to the Institution should invariably supply literature of that particular variety of Seed in sufficient number as required by Indenting officer.

4.10 The bills in Triplicate towards the cost of fodder seed supplied by the successful tenderer be sent to the Indenting Officer. The Indenting Officers and Director of Animal Husbandry, Andhra Pradesh, Vijayawada reserves the right to deduct suitable amount by way of penalty for any specific fault. Photo Copies (attested) of the bills shall not be entertained by the Indenting Officers.

24.11 The tender forms failing to contain necessary enclosures and incomplete / faulty forms at the time of opening shall be rejected without any further notice.

24.12 The Director of Animal Husbandry does not bind himself to accept the lowest tender and reserves the right to reject any one or all tenders or accept any one or more tenders at the same time without assigning any reason thereof and no further correspondence will be entertained on this.

24.13 In case only one tender is received the discretion of the Director of Animal Husbandry to accept or reject the tender is final.

24.14 Tenders with extra condition if any of the tenderer will be summarily rejected.

24.15 The Tender committee reserves the right to negotiate with any or all the Tenderers.

24.16 Only those agreeing with the tender conditions shall submit their tenders.

24.17 The tenderer shall submit an undertaking that the firm will supply the indented quantities of approved varieties in their favour under any circumstances as per terms and conditions to the department during the rate contract period.

24.18 Keeping the volume of fodder seed required for field use, the Director of Animal Husbandry is at liberty to approve more than one firm for a particular variety.

24.19 All legal Complications or suits, if any, sought on these transactions shall be limited to any competent court of law within Vijayawada Jurisdiction only.

25.0 SAVING CLAUSE:

25.1 NO SUIT, PROSECUTION OR ANY LEGAL PROCEEDINGS SHALL LIE AGAINST ANIMAL HUSBANDRY DEPARTMENT, A.P., VIJAYAWADA OR ANY PERSON FOR ANY THING WHICH IS DONE IN GOOD FAITH OR INTENDED TO BE DONE IN PURSUANCE OF TENDER.

Dr. Manmohan Singh
Special Chief Secretary to Government